

CHARLES E. CALLIS, ET UX,

Grantors

TO

HERMAN LOUIS HILL, ET UX,

Grantees

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, We, CHARLES E. CALLIS and wife, CECELIA R. CALLIS, do hereby grant, bargain, sell, convey, and warrant to HERMAN LOUIS HILL and wife, KENNETTE D. HILL, as tenants by the entirety with full rights of survivorship and not as tenants in common, that certain real property lying and being situated in DeSoto County, Mississippi, and being more particularly described as follows:

Lot 17, Dixie Hills Estate Subdivision, as shown on plat of said subdivision of record in Plat Book 10, Pages 19-21, in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 36, Township 2 South,*Range 7 West.

Grantors do further hereby convey and warrant title to Grantees the patio canape, the floor heater in the game room, the window air conditioner, all blinds, all ceiling fans, all attached shelving, together with the tractor and bush hog, all of which is situated in or on the above described real property.

The above described property is conveyed subject to road rights of way, public utility easements, and zoning, subdivision, and health department regulations of DeSoto County, Mississippi; subject to any prior reservation or conveyance of minerals, of every kind and character, including, but not limited to, oil, gas, sand, and gravel, in, on, and under subject property; subject to covenants, limitations, and restrictions of said subdivision as shown on plat of said subdivision of record in Plat Book 10, Pages 19-21, of the records of DeSoto County, Mississippi; subject to covenants, limitations, and restrictions as found in Deed conveying said property and of record in Deed Book 123, Page 609, of the records of DeSoto County, Mississippi;

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subject to building set-back line encroachment and all other matters as shown by survey of Danny S. Rutherford dated April 2, 1987, together with any other matters which might be revealed by an accurate current survey; and subject to taxes for the year 1988, which taxes are not yet due or payable, but which constitute a lien which relates back to January 1, 1988.

As part of the consideration herein, Grantees do hereby assume and agree to pay that certain indebtedness as evidenced by Deed of Trust in favor of The Lomas & Nettleton Company of record in Deed of Trust Book 398, Page 135, of the records of DeSoto County, Mississippi. For the consideration as stated herein before, Grantors do further hereby transfer, set-over, and assign to Grantees any and all sums and amounts which may be held in escrow in connection with said indebtedness.

Taxes for the year 1988 are being pro-rated to the date of this Deed as part of this closing. Taxes for all subsequent years are to be the responsibility of Grantees, their heirs or assigns.

Possession of the above described property shall be delivered to Grantees upon delivery of this Deed.

Witness our signatures, this the 1st day of September, 1988.


CHARLES E. CALLIS


CECELIA R. CALLIS

Mr. and Mrs. C. E. Callis
8820 Howling Fox
Hernando, MS. 38632
(601) 368-1542

Mr. and Mrs. Herman L. Hill
116 Dixie Hills Drive
Hernando, MS. 38632
(901) 362-0401

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named CHARLES E. CALLIS and wife, CECELIA R. CALLIS, who each acknowledged that they signed and delivered the above and

foregoing WARRANTY DEED as their free and voluntary act and deed on the day and date mentioned therein and for the purposes therein expressed.

Given under my hand and official seal of office, this

the 1st day of September, 1988.



William F. Hagg
NOTARY PUBLIC

COMMISSION EXPIRES;
September 24, 1988